

Services Agreement

(version July 2021)

Please read this services agreement (the “Agreement”) carefully. Your use of the Site (as defined below) constitutes your acceptance to be bound by this Agreement. If you do not agree to the terms of this Agreement, please do not use this Website.

This Agreement is between:

- You (“You”, “Your”, “User(s)”); and
- Elevate Health B.V. (“Elevate”, “ElevateHealth”, “We”, “Us”, “Our”)

concerning:

- Your access to and use of the services provided through the website, including our (e-learning) courses (“Courses”), owned and controlled by ElevateHealth, from which You are accessing this Agreement (the “Site”, “Sites”, “Website”, “VLE” virtual learning environment, “Site Content”, all together referred to as the Services)

relating to our Services and our products “Product(s)”.

1. Applicability

The terms of the Agreement are applicable to all of our Services and Products, and our relation with You. By accessing or using the Services, You agree to the terms of this Agreement, to any additional rules and guidelines that We post on the Site and you acknowledge that you have taken notice of our Privacy Policy.

This Agreement, together with Our Privacy Policy and any other specific rules or guidelines introduced by Us on Our Site, constitute the entire agreement between You and Us in relation to Your access and use of Our Site, and supersedes all prior oral or written agreements or understandings with respect to the subject of this Agreement.

We may make changes to this Agreement from time to time; we may notify You of such changes by any reasonable means, including by posting the revised version of this Agreement on the Site. Your use of the Services following changes to this Agreement will constitute Your acceptance of those changes; provided, however, absent Your express consent, any material change to this Agreement shall not apply retroactively to any claim or dispute between You and Us in connection with this Agreement. We may, at any time, modify or discontinue all or part of the Site; charge, modify or waive fees required to use the Site; or offer opportunities to some or all Site Users.

2. E-learning environment

Under the Agreement, Elevate grants You a personal, non-exclusive, non-transferable license to access and use the Services. You may download material from the Sites only for Your own personal, non-commercial use. You may not otherwise copy, reproduce, retransmit, distribute, publish, commercially exploit or otherwise transfer any material. The use of our Services is always on your own responsibility. This license will be for a definite term as described on the relevant Site (see Access as well) and might be confirmed in Your order confirmation, when no term is displayed the license will be granted for a period of maximum 24 months.

3. Prices and availability of Products and/or Services

Prices and availability of Products and/or Services on the Site are subject to change without notice. Errors will be corrected when discovered.

Our Site contains a large number of Products and/or Services and it is always possible that, despite our best efforts, some of the Products and/or Services listed on our Site may be incorrectly priced or the availability is not up to date.

If a Product or Service correct price is higher than the price stated on our Site, we will normally, at our discretion, either contact You for instructions before dispatching the Products and/or Services, or reject Your order and notify You of such rejection. We are under no obligation to provide the Products and/or Services to You at the incorrect (lower) price, even after we have sent You an Order Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognized by You as a pricing error.

On occasion, You may be able to place a Product and/or Service in Your shopping cart and submit Your order for processing, but Your order is subsequently cancelled due to unavailability of Products and/or Services.

You acknowledge that Products and/or Services may sell quickly and there may be a short period of time after an order has been submitted, but where the Product or Service is no longer available. You agree that we may cancel Your order after You have received an Order Confirmation without penalty.

4. Payment

Payment at once.

You will pay the fee of the Services or products by electronic means during the purchase of the Services. Currency will be provided in Euros unless agreed otherwise by You and us in the order form or during the purchase process,

Payment in installments.

We can under conditions agree to payment in installments. You must adhere to the installment periods and the additional costs as agreed during the purchase.

Payment of the Product and/or Service takes place prior to the commencement of the Services or delivery of the Products. Not less than 10 working days prior to the commencement of the Services the full fee will be due and must be paid immediately by you.

You are considered to be in default once the payment date has expired. Elevate sends a payment reminder after the payment has expired and allows You to pay within 5 working days on receipt of the reminder. If payment has not been made after the 5 working days following the reminder, Elevate is then entitled to charge interest and any extrajudicial collection costs. The interest may be charged from the payment expiry date and is equal to the statutory interest rates.

You must pay in full and provide a valid purchase order before the start of any paid raining event or Course.

5. Your account

Before you can attend a Course you must create a personal account at the Site. Any passwords used for the Services are for individual use only. If You use the Services, You are responsible for the security and maintaining the confidentiality of Your account and password, if any, and for restricting access to Your computer, and You are responsible for all activities that occur under Your account or use of password.

Elevate shall be entitled to monitor Your use of password and, at its discretion, require You to change it. If You use a password that Elevate considers insecure, Elevate will be entitled to require the password to be changed and/or suspend or eventually block or terminate Your account.

You are responsible for making all arrangements essential for You to access and use the Services.

To access the Services we ask you to complete your account, You may be asked to provide certain billing and registration details or other information. It is a condition of Your use of the Services that all the information You provide through the Services will be correct, current, and complete. If Elevate believes the information You provide is not correct, current, or complete, we have the right to remove or edit content, refuse You access to the Service or any of its resources, and to terminate Your account or suspend Your access at any time, or cancel any orders at its sole discretion and without notice.

If You are under the age of 18 years, You may purchase Products or Services only through a parent or guardian.

6. Access and use

Access duration. Access to the VLE or other Services is granted by Elevate to you for the limited period as was displayed on the specific Site related to the Course. In the situation that no limited period was mentioned on the Site you will be allowed with access for at least the duration of the Course. This does not provide you with a perpetual access, We may change the duration of access at our sole discretion once the Course was completed or even during the Course.

Use terms. Elevate provides access to and use of the VLE on the following terms:

- a) You agree to access and use the Service in strict compliance with the Agreement.
- b) You agree to use the Service only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the Service. Prohibited behavior includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within the Service. You may not impersonate another person.
- c) You are not permitted to probe, scan or test the vulnerability of the Service or any network connected to it, nor breach the security or authentication measures on the Site or any network connected to it.
- d) You are not permitted to interfere by any automatic or manual device, program, algorithm or methodology with the proper working of the Service or any transaction being conducted on the Service, or with any other person's use of the Service.
- e) You are not permitted to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms or any other similar programs or computer codes designed to harm or disable operation of computer software or hardware.
- f) You agree to ensure fairness in our Courses. This means that your answers to homework, quizzes and exams will be your own work (except for assignments that explicitly permit collaboration). You will not make solutions to homework, quizzes or exams available to anyone else. This includes both solutions written by you, as well as any official solutions provided by the course staff. Finally, you will not engage in any other activities that will dishonestly improve your results or dishonestly improve/hurt the results of others.

In addition, You are not permitted to post, send, submit, publish, or transmit in connection with the Service any material that:

- a) You do not have the right to publish, share or post, including proprietary material of any third party;
- b) advocates illegal activity or discusses an intent to commit an illegal act;
- c) is vulgar, obscene, pornographic, or indecent;
- d) does not pertain directly to the Site;

- e) threatens or abuses others, libels, defames, invades privacy, stalks, racist, abusive, harassing, threatening or offensive;
- f) seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- g) infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
- h) violates any law or may be considered to violate any law;
- i) impersonates or misrepresents Your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
- j) advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on the Site;
- k) solicits funds, advertisers or sponsors;
- l) includes programs which contain viruses, worms and/or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;
- m) disrupts the normal flow of dialogue, causes a screen to scroll faster than other Users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via the Site;
- n) disobeys any policy or regulations established from time to time regarding use of the Site or any networks connected to the Site.

You acknowledge and agree that any of Your violations of these terms of access and use under the Agreement may result in immediate restricting, suspending or terminating Your access or using of the Service without prior notice by Elevate. In such case, Your account may be immediately deleted by Elevate. In no event shall Elevate be liable for any loss or damage connected to the deletion of the account and/or Your (temporary) inability to access or use the Service.

Although under no obligation to do so, Elevate reserves the right to monitor use of the Service to determine compliance with the Agreement, as well as the right to remove or refuse any information for any reason.

7. Personal data

You understand that any personal data You submit to Elevate on the Site will be treated by Elevate in the manner described in the Privacy Policy and in accordance with the applicable Dutch law. If You object to Your personal data being transferred or used in the way described In Our Privacy Policy, please do not provide any personal data to Us. In such case, We may not be able to provide You with the Services.

8. Intellectual property rights

You acknowledge that the Site contains information, data, software, photographs, graphs, videos, typefaces, graphics,

music, sounds, and other material (collectively "Content") that are protected by intellectual property rights, including but not limited to copyrights, trademarks, trade secrets, rights in databases and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed.

Nothing in the Agreement is construed as a transfer of Intellectual property rights from Elevate to you unless explicitly agreed otherwise in writing.

Nothing in the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to access or use the Service or any information displayed on the Site, through the use of framing, deep linking or otherwise, except: (a) as expressly permitted by this Agreement; or (b) with our prior written permission or the prior written permission from such third party that may own the trademark or copyright of information displayed on the Site. Elevate uses best efforts to ensure that it respects the intellectual property rights of others. If You believe Your copyright has been violated on an Elevate Site, please give prompt written notice to Elevate.

9. Trademarks

Trademarks, service marks, and logos appearing in the Service are the property of Elevate or the party that provided the trademarks, service marks, and logos to Elevate. Elevate and any party that provided trademarks, service marks, and logos to Elevate retain all rights with respect to any of their respective trademarks, service marks, and logos appearing in or on the Site.

10. Cancellation

All cancellations must be received in writing and sent to info@elevatehealth.eu. You may cancel/transfer Your enrolment in a Course:

- without penalty: at least 30 days prior to the starting date of the Course.
- with payment of an administrative charge of €125 if the cancellation is 10 until 30 days before the starting date of the Course.
- No refunds are given in cases where participation is cancelled 10 days before, on, or after, the date on which the Course starts.

Occasionally, due to various circumstances, Elevate may change Course schedules or locations or cancel a Course without specifying the reasons thereof. If Elevate cancels the Course in which You have enrolled and is not able to reschedule You into another Course that is acceptable to You, Elevate will refund the price You have paid for the relevant Course within fourteen days and will in no event have any further liability to You with regard to the cancelled Course. Hereby You waive any claims towards Elevate in case of any damage or loss connected to such rescheduling or cancellation of a Course.

During fourteen days after Elevate has sent You an order confirmation, You can cancel their course without giving a reason and without incurring charges or penalties, except when there are less than 10 days left after sending the order confirmation.

11. Submissions

You hereby grant Elevate the royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information communicated to Elevate through the Site (together, hereinafter known as the "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed.

Without prejudice to Our data protection obligations under the Agreement, Elevate will not be required to treat any Submission as confidential, and may use any Submission in its business (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Elevate operations.

You remain solely responsible for the content of Your submissions. You acknowledge and agree that neither Elevate, nor any third party that provides Content to Elevate, will assume or have any liability for any action or inaction by Elevate or such third party with respect to any Submission. Furthermore, You agree that, if a third party claims that any Submission to the Site is unlawful, You are responsible of establishing that the Submission complies with all applicable laws.

Elevate reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Elevate to disclose the identity of anyone posting any (e-mail) messages, or publishing or otherwise making available any materials that are believed to violate this Agreement.

12. Disclaimer

Elevate shall operate the Services with best care, skill and knowledge, making the best effort to enable to use it in a safe and enjoyable way.

However, due to lack of absolute safety of any transmission of data in the Internet, Elevate does not guarantee that accessing and using the Service is completely safe and does not take any responsibility for any harm of Your computer hardware or software connected to using the Service. You are strongly recommended to take all necessary precautions before each access to the Service, in particular to check for any viruses or other things that could adversely affect your computer hardware or software.

Elevate is not responsible for temporary suspension with or without notice of the Services in case of any system failure,

maintenance or repair or any other reasons beyond Elevate's control.

To the extent permitted by law, Elevate excludes:

- a) its liability for any loss or damage incurred by the User or any third party, resulting from or in any way connected with the use of the Services or its content, whether caused by misrepresentation, breach of any statutory duty or breach of contract, even if foreseeable;
- b) all representations, conditions and warranties which might otherwise be implied by any statute;
- c) its liability for any errors and omissions, inaccuracies or incomplete and untrue information, including advertising information, or misuse of copyright on the Site.

Terms and Conditions do not limit Elevate's liability for death or personal injury resulting from gross negligence or willful misconduct, fraud or any other type of liability that, by law, cannot be limited or excluded.

13. Hyperlinks

We are not responsible for the content of any sites that may be linked to/or from the Site.

The Site may be hyperlinked to other sites which are not maintained by, or related to, Elevate. Hyperlinks to such sites are provided as a service to Users and are not sponsored by or affiliated with the Site. Elevate has not reviewed any or all of such sites and is not responsible for the content of those sites. Hyperlinks are to be accessed at the User's own risk, and Elevate makes no representations or warranties about the content, completeness or accuracy of these hyperlinks or the sites hyperlinked to. Further, the inclusion of any hyperlink to a third-party site does not necessarily imply endorsement by Elevate of that site.

14. Security

Elevate has implemented a number of security measures, including measures to prevent unauthorized parties from accessing personal data.

In addition to Your payment obligations under the Agreement, You are prohibited from using any Services provided in connection with the Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If You become involved in any violation of system security, Elevate reserves the right to release Your details to system administrators at other sites in order to assist them in resolving security incidents. Elevate reserves the right to investigate suspected violations of this Agreement.

15. Queries and complaints

Elevate will react on any administrative queries or questions about the content of the education service within 5 working

days and will provide You with a full written response within 28 working days, counting from the date on which We received the query/question. If the query requires a foreseeably longer answer, You will receive a confirmation of receipt from Us, plus an indication of when You can expect a more detailed answer. More information about the complaints procedure can be found on the Website.

If a complaint cannot be solved in mutual consultation, it becomes a dispute, applicable to the dispute settlement rules in Article 16.

16. Dispute Settlement

You may wish to consider applying for a review of Your dispute by the Disputes Arbitrator, Mrs. J.W.F. de Beaufort-Kronenberg LLM (Arbitrator). She can be reached at 0031 6 2420 0743.

Disputes between You and Elevate concerning the conclusion or implementation of Agreements in relation to the Products and/or Services supplied or to be supplied by Elevate, may be submitted by both You and Elevate to the Arbitrator.

The Mediator will only handle a dispute, if You have followed the complaints procedure, as stated in Article 15.

A dispute must be submitted to the Arbitrator within three months of its inception. A fee is payable for the handling of the dispute. As soon as You submit a dispute to the Arbitrator, Elevate will be bound to this decision.

If Elevate wishes to submit a dispute to the Arbitrator, Elevate will ask You in writing to inform them within 5 weeks whether You agree to the submission of the dispute. Elevate will also inform You in the same letter that they are free to submit the dispute to any court if the period of 5 weeks has lapsed. The judgment of the Arbitrator is a binding decision.

17. Jurisdiction

This Agreement is construed and shall be governed by and interpreted in accordance with the laws of the Netherlands, without regard to any of its conflict of law provisions. All disputes resulting from or arising out of this Agreement, which are not settled by the Arbitrator, shall exclusively be submitted to the competent court in Utrecht, The Netherlands.